SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Attorney's Office for the Eastern District of Michigan and on behalf of the United States Small Business Administration ("SBA") (collectively, the "United States"), Your Fantasy Warehouse, Inc. ("Your Fantasy Warehouse"), Ugly Christmas Sweater, Inc. ("Ugly Christmas Sweater"), Costume Agent, Inc. ("Costume Agent"), and Aidan Forsyth ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

- A. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent are corporations organized under the laws of Michigan and located at 3160 Ridgeway Court, Commerce Township, MI 48390. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent operate online retail businesses.
- B. At all relevant times to this Agreement, Firas Hajjar partially owned and operated Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent.
- C. On June 21, 2022, Aidan Forsyth filed a *qui tam* action in the United States

 District Court for the Eastern District of Michigan against Your Fantasy Warehouse, Ugly

 Christmas Sweater, and Costume Agent captioned *U.S. ex rel. Forsyth v. Firas Hajjar, et al.*, No.

 2:22-cv-11432, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)

 (the "Civil Action").
- D. The Paycheck Protection Program ("PPP") was established pursuant to the Coronavirus Aid, Relief, and Economic Security ("CARES") Act. The CARES Act, which was enacted in March 2020, was designed to provide emergency financial assistance to millions of

Americans suffering economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of forgivable loans to eligible small businesses for employee payroll and certain other expenses, through the PPP.

- E. To obtain a PPP loan, a qualifying business is required to submit a PPP loan application, which is signed by an authorized representative of the business. The loan application requires the business—through its authorized representative—to acknowledge the program rules and make certain affirmative certifications regarding its eligibility to obtain the PPP loan. A PPP loan application must be processed by a participating lender, which receives a processing fee from SBA. If a loan application is approved, the participating lender funds the loan, which is guaranteed by the SBA up to the full amount of the loan.
- F. Beginning in April 2020 and continuing through 2021, Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent obtained the following PPP loans (collectively, the "PPP Loans"):

	First Draw	Loan Number	Second Draw	Loan Number
Your Fantasy	\$369,380.00	1371998009	\$0.00	N/A
Warehouse				
Ugly Christmas	\$41,665.00	6080457704	\$41,668.00	8375198407
Sweater				
Costume Agent	\$31,352.50	3233698406	\$0.00	N/A

- G. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent obtained complete loan forgiveness for the PPP Loans, thereby causing the SBA to reimburse the lenders a total of \$504,482.00.
- H. In October 2019, prior to Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent obtaining the PPP Loans, Firas Hajjar pled guilty to felony Evasion of

Assessment, in violation of 26 U.S.C. § 7201, in the United States District Court for the Eastern District of Michigan, captioned *U.S. v. Firas Hajjar*, No. 2:10-cr-20631.

- I. The United States contends that it has certain civil claims against Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent arising from false certifications made in connection with the PPP Loans. Specifically, the United States contends that Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent—through their authorized representatives—each falsely certified that neither Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent, nor any of their respective owners, had, within the last five years, for any felony, (1) been convicted; (2) pleaded guilty; (3) pleaded nolo contendere; or (4) had been placed on any form of parole or probation. In reality, however, owner Firas Hajjar, had, within the last five years, pleaded guilty to felony Evasion of Assessment, thereby rendering Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent categorically ineligible for the PPP. That conduct is referred to below as the "Covered Conduct."
- J. The United States contends that it has certain civil claims against Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent for violating the False Claims Act, 31 U.S.C. §§ 3729–33, arising from the Covered Conduct.
- K. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement.
- L. This Settlement Agreement is neither an admission of liability by Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

- 1. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, jointly and severally, shall pay to the United States \$1,008,964.00 ("Settlement Amount"), of which \$504,482.00 is restitution, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of Michigan. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent shall pay the Settlement Amount according to the payment schedule attached as Exhibit A.
- 2. If Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent are sold, merged, or transferred, or a significant portion of the assets of Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent are sold, merged, or transferred, Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent shall promptly notify the United States, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.
- 3. Conditioned upon the United States receiving the Settlement Amount payments, the United States agrees that it shall pay to Relator by electronic funds transfer 15 percent of each such payment received under the Settlement Agreement ("Relator's Share") as soon as feasible after receipt of the payment.

- 4. Ugly Christmas Sweater agrees to refrain from requesting loan forgiveness from the SBA for Economic Injury Disaster Loan Number 6902398107, and shall repay the loan consistent with the terms of the applicable promissory note.
- 5. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, the United States releases Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.
- 6. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.
- 7. Notwithstanding the release given in Paragraph 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:
 - a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
 - b. Any criminal liability;
 - c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;

- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- 8. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.
- 9. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or Relator's Statutory Fee Claim.
- 10. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent waive and shall not assert any defenses Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

- 11. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.
- 12. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, and its present or former officers, directors, employees, shareholders, and agents in connection with:
 - (1) the matters covered by this Agreement;
 - (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
 - (3) Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
 - (4) the negotiation and performance of this Agreement;
 - (5) the payments Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent make to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

- b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, and Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.
- Treatment of Unallowable Costs Previously Submitted for Payment: c. Within 90 days of the Effective Date of this Agreement, Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent or any of its subsidiaries or affiliates from the United States. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent agree that the United States, at a minimum, shall be entitled to recoup from Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent's books and records and to disagree with any calculations submitted by Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Your Fantasy Warehouse, Ugly Christmas Sweater,

and Costume Agent, or the effect of any such Unallowable Costs on the amount of such payments.

- 13. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct.
- In the event that Your Fantasy Warehouse, Ugly Christmas Sweater, or a. Costume Agent fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent shall be in Default of their payment obligations ("Default"). The United States will provide a written Notice of Default, and Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, or to such other representative as it shall designate in advance in writing. If Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).
- b. In the event of Uncured Default, Your Fantasy Warehouse, Ugly
 Christmas Sweater, and Costume Agent agree that the United States, at its sole discretion, may

(i) retain any payments previously made, rescind this Agreement and bring any civil and/or administrative claim, action, or proceeding against Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent for the claims that would otherwise be covered by the releases provided in Paragraph 5 above, with any recovery reduced by the amount of any payments previously made by Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent to the United States under this Agreement; (ii) take any action to enforce this Agreement in the Civil Action or in a new action; (iii) offset the remaining unpaid balance from any amounts due and owing to Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent agree immediately to pay the United States the greater of (i) a ten percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this

Agreement. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

- 14. In exchange for valuable consideration provided in this Agreement, Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent acknowledge the following:
- a. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.
- b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.
- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.
- d. The Parties do not intend to hinder, delay, or defraud any entity to which Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent were or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

If any of Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume e. Agent's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent's debts, or to adjudicate Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent or for all or any substantial part of Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent's assets, then (i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent for the claims that would otherwise be covered by the releases provided in Paragraph 5 of this Agreement; and (ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent in the amount of \$1,621,518, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Your Fantasy Warehouse, Ugly Christmas Sweater, or Costume Agent, a receiver, trustee, custodian, or other similar official; (iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and (iv) if, notwithstanding

subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 3 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

- f. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 15.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of this Agreement.
 - 15. This Agreement is intended to be for the benefit of the Parties only.

- 16. Upon receipt of the final payment described in Paragraph 1, above, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal pursuant to Rule 41(a)(1), as to only the claims alleged against Your Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent, Firas Hajjar, Nadine Hajjar, and Mark Hajjar, in the form attached as Exhibit B hereto.
- 17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
- 18. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
- 19. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Michigan. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.
- 20. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.
- 21. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
- 22. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

- 23. This Agreement is binding on the successors, transferees, heirs, and assigns of Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent.
 - 24. This Agreement is binding on Relator's successors, transferees, heirs and assigns.
- 25. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.
- 26. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: <u>10/31/23</u>	BY:	DAWN N. ISON United States Attorney
		ANTHONY C. GENTNER Assistant United States Attorney Eastern District of Michigan

YOUR FANTASY WAREHOUSE, INC.

DATED:	BY:	
		FIRAS HAJJAR
		Owner
		Your Fantasy Warehouse, Inc.
DATED:	BY:	
		STEVEN FISHMAN
		Counsel for Your Fantasy
		Warehouse Inc

- This Agreement is binding on the successors, transferees, heirs, and assigns of 23. Fantasy Warehouse, Ugly Christmas Sweater, and Costume Agent.
 - 24. This Agreement is binding on Relator's successors, transferees, heirs and assigns.
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THE UNITED STATES OF AMERICA

DATED:	BY:	DAWN N. ISON United States Attorney	
		ANTHONY C. GENTNER Assistant United States Attorney Eastern District of Michigan	

YOUR FANTASY WAREHOUSE, INC.

DATED: 10/30/2023 BY:

FIRAS HAJJAR Brown Shareholder

Your Fantasy Warehouse, Inc.

DATED: 10 3/23 BY:

Counsel for Your Fantasy Warehouse, Inc.

UGLY CHRISTMAS SWEATER, INC.

DATED: <u>10/30/303</u> BY: <u>In</u>

FIRAS HAJJAR

Ugly Christmas Sweater, Inc.

Ugly Christmas Sweater, Inc

DATED: 10/31/23 BY: Fruit's

Counsel for Ugly Christmas

Sweater, Inc.

COSTUME AGENT, INC.

FIRAS HAJJAR

Share holder

Costume Agent, Inc.

DATED: 10/31/23 BY: STEVEN FIGURAN

Counsel for Costume Agent, Inc.

RELATOR

BY:

AIDAN FORSYTH

DATED: <u>しんし</u>3

BY: __

J. BRYAN QUESENBERRY

Counsel for Aidan Forsyth

EXHIBIT A

Payment Due Date	Debtor	Payment Amount
10/31/2023	Your Fantasy Warehouse	\$151,860.00
10/31/2023	Ugly Christmas Sweater	\$34,960.00
10/31/2023	Costume Agent	\$13,180.00
12/31/2023	Your Fantasy Warehouse	\$303,720.00
12/31/2023	Ugly Christmas Sweater	\$69,920.00
12/31/2023	Costume Agent	\$26,360.00
3/31/2024	Your Fantasy Warehouse	\$310,526.37
3/31/2024	Ugly Christmas Sweater	\$71,486.91
3/31/2024	Costume Agent	\$26,950.72
Total		\$1,008,964.00